

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

974



FROM: Community Action Partnership of Riverside County

**SUBMITTAL DATE:
July 15, 2014**

SUBJECT: Agreement with the Regional Access Project Foundation from June 1, 2014 through April 30, 2015 for the Cool/Warm Centers Program. District 4. [\$31,800] [Source of funds: Regional Access Project Foundation]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Chairman of the Board to sign the attached Agreement between the Regional Access Project Foundation (RAPF) and Community Action Partnership of Riverside County (CAP Riverside) for \$31,800 to fund the Cool/Warm Centers Program covering the term June 1, 2014 through April 30, 2015;
2. Authorize the Executive Director of CAP Riverside to sign assurances, exhibits, and reports made under the Agreement;
3. Authorize the Executive Director of CAP Riverside to administer the Agreement; and
4. Approve and direct the Auditor Controller to adjust the budget as detailed in the attached Schedule A.

Name: Maria Y. Juarez, CCAP
Title: Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 31,800	\$ 0	\$ 31,800	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% Regional Access Project Foundation				Budget Adjustment: YES	
				For Fiscal Year: 14/15	

C.E.O. RECOMMENDATION:

APPROVE

BY: Donna Shaw

Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
PAUL LANGILO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 7/2/14

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 7/15/14
Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 09/24/2013 (#3.21) | District: 4 | Agenda Number:

3-13

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement with the Regional Access Project Foundation from June 1, 2014 through April 30, 2015 for the Cool/Warm Centers Program. District 4. [\$31,800] [Source of funds: Regional Access Project Foundation]

DATE: July 15, 2014

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BACKGROUND:

Summary

CAP Riverside has administered the Cool Center Program since 2001, as part of a comprehensive strategy to address the impact of extreme hot weather on vulnerable low-income residents, with priority focus in the desert areas (eastern Riverside County) where temperatures often reach above 105 degrees from May through October. In 2010, CAP Riverside expanded the program to include Warm Centers to address the impact of extreme cold weather on vulnerable low-income populations from December through March.

Since 2007, RAPF has funded CAP Riverside to assist in the implementation and operation of the Cool/Warm Centers program in eastern Riverside County. The funding supports staffing of the sites, nutritional snacks, water, educational materials and games, for the following five (5) sites: (1) Rummond Senior Center, (2) North Shore Yacht Community Center, (3) Mesa Verde Community Center, (4) Blythe Community Center, and (5) a site in Palm Springs not yet determined.

This Grant Agreement establishes the 2014 funding to continue implementation of these services.

Therefore, the Executive Director of CAP Riverside requests that the Board of Supervisors accept the Grant Agreement from Regional Access Project Foundation (RAPF) for the period June 1, 2014 through April 30, 2015, not to exceed \$31,800.

Impact on Citizens and Businesses

Statistics on mortality and hospital admissions indicate that death rates increase during extremely hot and cold days, particularly among the very old and very young. The Cool/Warm Center program is a comprehensive strategy to address the impact of extreme cold and hot weather on vulnerable low-income residents, such as those with chronic heart or lung disease, the elderly, disabled, infants and small children. Residents are encouraged to visit a Cool/Warm Center to provide relief from the heat and cold in situations where access to cooling or heating is not available and to help reduce high-energy costs during the summer and winter months.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds are required. Total contract amount is \$31,800, a portion of this contract \$15,800 has been submitted and approved through the normal County budget process. A budget adjustment is needed for the additional amount of \$16,000 (see Attached Schedule A) for FY2014/15.

Contract History and Price Reasonableness

On October 2, 2007 (Agenda #3.47), July 29, 2008 (Agenda #3.106), October 2, 2008 (Agenda #3.47), July 21, 2009 (Agenda #3.8), June 29, 2010 (Agenda #3.19), June 14, 2011 (Agenda #3.11), and July 17, 2012 (Agenda #3.9), June 18, 2013 (Agenda #3.12), September 24, 2013 (Agenda #3.19), September 24, 2013 (Agenda #3.20) and, September 24, 2013 (Agenda #3.21), the Board of Supervisors approved agreements with RAPF to provide support for Cool/Warm Centers in eastern Riverside County.

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This agreement establishes funding for 2014/15.

Attachment A: Budget Adjustment
Schedule A

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
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SCHEDULE A

Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2014/2015

INCREASE IN EST. REVENUE:

CAARC-21050-5200300000-781480	Program Revenue	\$	16,000
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INCREASE IN APPROPRIATIONS:

CAARC-21050-5200300000-527780	Special Program Expense	\$	16,000
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RAP FOUNDATION

GRANT AGREEMENT Renewal Agreement Acct # 7134 – Grant Year Eight

This Grant Agreement ("Grant Agreement") is entered into by and between Regional Access Project Foundation, Inc., a California public benefit non-profit corporation ("the Foundation") and Community Action Partnership of Riverside County ("the Provider") as of this 1st day of June 2014.

RECITALS

WHEREAS.

- A. The Foundation was established for the purpose of enhancing and facilitating health, mental health and juvenile intervention services in Eastern Riverside County ("the Region");
- B. The Foundation derives funds pursuant contractual arrangements with the County of Riverside ("County");
- C. The Foundation has explored innovative alternatives for the provision of services for residents residing in eastern Riverside County through Community Action Partnership of Riverside County for the Cool/Warm Centers program. Four sites operating as Warm/Cool Centers are long established. A location is being identified to operate as a new fifth site in the Region;
- D. The Provider executed the required proposal applying for a *Program Renewal Request Grant*, and has represented to the Foundation that the Provider has the facilities, expertise and personnel required to establish an efficient and cost effective means of implementing and operating the Program in the Region; Monday through Friday except for holidays (closed days) which will be noticed by calendar; and,
- E. The Foundation desires to provide a Grant to Provider during the Foundation's fiscal year 2014//2015 ("Foundation's Fiscal Year") to assist Provider in its implementation and operation of the Program in the Region.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. GRANT.

The Foundation hereby awards the sum of **up to** Thirty One Thousand Eight Hundred Dollars (\$31,800.00) ("the Grant") for the Cool/Warm Centers program to the Provider and the Provider accepts the Grant for use exclusively in Provider's operation and implementation of the Program, subject to the terms and conditions of this Grant Agreement.

2. PURPOSE AND SCOPE OF GRANT.

The Grant shall be used only in the Region and in strict accordance with budgetary line items ("Budget") set forth by Provider in the Grant Application. Funding from the Grant may not be used for any other purposes without the prior written consent of the Foundation. Notwithstanding such limitation, upon written request to the Foundation allowing for modification of the budget and, upon showing by the Provider that the budget modification is required to implement the needs of the Program in the Region without materially modifying the purposes, goals or costs of the Program or the total amount of the Grant, Foundation may, in its sole discretion, consider allowing line transfers within the approved budget line items.

3. GRANT PAYMENTS.

A. Installment Payments.

Provided that Provider is in compliance with each of the terms and conditions of this Grant Agreement, the Grant shall be disbursed in one (1) payment of Twenty Seven Thousand Eight Hundred Dollars (\$27,800.00) within thirty (30) days following execution of this Grant Agreement and remaining Four Thousand Dollars (\$4,000.00) will be disbursed on a reimbursement basis once a location has been identified and operating as a Warm/Cool Center in the Palm Springs area.

B. Change in Foundation's Funding.

Notwithstanding anything to the contrary contained in this Grant Agreement, if, for any reason, The Foundation's funding, including but not limited to the funding described in Recital A above, is reduced from levels contemplated by the Foundation on the date of this Grant Agreement, the Foundation shall have the right, at its option, to terminate or reduce the amount of the Grant or any installment thereof upon written notice to the Provider. In the event that such funding is reduced, Provider shall apply the remaining funds to the Program as directed by the Foundation. No reduction or termination pursuant to this Section 3B shall require the Provider to repay to the Foundation any installment previously disbursed to the Provider.

4. TERM.

The term of this Grant Agreement shall be from Year One from June 1, 2014 to April 30, 2015.

5. SELF SUFFICIENCY.

The Provider acknowledges that it is a material goal of the Foundation in making the Grant and entering into this Grant Agreement that the Program and the Provider become self-sustaining by the end of the Foundation funding. Based thereon, the Provider:

A. To induce the Foundation to enter into this Grant Agreement, represents to the Foundation that the Provider has identified funding sources other than the Foundation sufficient to operate the Program following the end of the program year (“Ongoing Funding”); and,

B. Agrees to take regular, systematic steps to apply for, solicit, and obtain Ongoing Funding. As part of each quarterly Evaluation Report to be provided pursuant to Section 9 below, the Provider shall provide to the Foundation a statement identifying the Provider's Ongoing Funding sources and the steps taken by the Provider to obtain such Ongoing Funding.

6. DEFAULTS, SUSPENSION AND TERMINATION.

A. Default.

In the event that:

(1) The Provider fails to comply with any term or condition of this Grant Agreement within the time periods specified herein, time being of the essence;

(2) The Provider fails to timely provide the Evaluation Reports to the Foundation;

(3) There exists a conflict with any federal, state or local law, regulation or rule (“Law”) rendering any of the provisions of this Grant Agreement invalid or untenable;

(4) The Provider ceases operation of or materially alters the Program from that described in the Grant Application;

(5) The Foundation, at its sole discretion and at any time, is not satisfied with the Program results being achieved by Provider;

(6) The Provider or any parent, affiliate or subsidiary of Provider suffers a loss or change of its tax exempt status;

(7) The Provider has its corporate or other business status suspended by any applicable agency;

(8) The Provider or any parent, affiliate or subsidiary of Provider is enjoined by a Court from operating any program, including the Program;

- (9) The Provider ceases doing business;
- (10) The Provider or any parent, affiliate or subsidiary of Provider files for bankruptcy protection or becomes subject of any involuntary bankruptcy proceeding;
- (11). Any portion of the Provider's assets are attached or executed upon by any taxing authority or creditor of the Provider and such attachment is not discharged within fourteen (14) days of such attachment or execution;
- (12) The Provider merges with any other organization or transfers material control of the Provider or the Program without the prior advance written consent of the Foundation;
- (13) The Provider is notified by any third-party funding source that any funding by that source for any portion of the Program is being suspended or terminated by such source;
- (14) Any activities of the Provider or any parent, affiliate or subsidiary of Provider violate any Law;
- (15) The Provider is in breach of any agreement, including but not limited to any lease, contract or funding agreement, reasonably required by Provider to conduct the Program; or,
- (16) Any other event occurs that, in the reasonable discretion of the Foundation causes the Foundation to believe or suspect that the provisions of this Grant Agreement cannot be complied with by Provider;

Then, Provider shall be deemed to be in default ("Default") hereunder.

B. Foundation's Remedies in the Event of Default.

In the event of any Default by the Provider, the Foundation may, at the Foundation's option, exercise any of the following remedies:

- (1) Reduce the amount of funding payable to the Provider under this Grant Agreement;
- (2) Withhold funds for any Expenditure or Budget line item until corrective actions are taken by the Provider;
- (3) Disallow costs for and elect not to fund any Expenditure or activity not in compliance with this Grant Agreement;
- (4) Make changes in the scope of the Program funding under this Grant Agreement;

(5) Suspend funding for the Program until the Provider complies with the provisions of this Grant Agreement ("Suspension"); and/or

(6) Terminate this Grant Agreement ("Termination").

C. Suspension.

In the event of a Suspension by the Foundation, the Provider shall, within ten (10) working days following receipt of written notification from Foundation advising of corrective actions to be taken by the Provider to cure any Default, provide a written response to the Foundation:

(1) Confirming receipt of the Suspension notice;

(2) Acknowledging to the Foundation that the Provider understands the corrective actions proscribed in such notice;

(3) Affirming that the Provider has taken each of the corrective actions required to be taken pursuant to such notice within such time period; and

(4) Providing evidence sufficient for the Foundation to confirm that such corrective actions have been taken.

During any period of Suspension, the Foundation shall have no obligation to fund any portion of any Program and the amount of funding due hereunder, at the Foundation's option, may be reduced in proportion to the time that the Suspension is in effect.

D. Termination.

In the event of Termination of this Grant Agreement by the Foundation, any unexpended funds given to the Provider by the Foundation for the implementation and operation of the Program, together with any interest accrued thereon from any depository in which such funds have been deposited by the Provider shall be returned to the Foundation within fifteen (15) days of termination of this Grant Agreement, together with a Final Evaluation Report in accordance with Section 9 below.

E. Termination for Convenience.

Without limiting any of the Foundation's rights under this Grant Agreement, the Foundation may terminate this agreement upon thirty (30) days prior written notice for convenience. In the event that the Foundation terminates this agreement for convenience, the Provider shall be entitled to a prorated portion of the Grant for expenses of the Program conducted by the Provider through the thirtieth (30th) day following the giving of such notice by the Foundation.

7. MULTIPLE FUNDING SOURCES.

The Provider represents and warrants to the Foundation that, except as disclosed in the Grant Application, the Provider has not received and has no expectation of receiving funding from any Federal, State, County, City, Agency, private, charitable or other sources and applied, or expected to be applied, to offset, in whole or in part any of the costs incurred by the Provider in operating the Program during the Fiscal Year. Upon written request by the Foundation, the Provider shall, within fifteen (15) days, provide Foundation with a written statement listing all revenue received or expected to be received by the Provider from any Federal, State, County, City, Agency, private, foundation or other sources and applied, or expected to be applied, to offset, in whole or in part any of the costs incurred by the Provider in operating the Program.

8. DOCUMENTATION OF EXPENDITURES.

A. Prior to the first Installment due hereunder, Provider must establish, and maintain at all times during the Fiscal Year on a current basis, an accrual accounting system in accordance with Generally Accepted Accounting Principles ("GAAP").

B. All expenditures, accrued, paid or incurred by Provider ("Expenditures") pursuant to this Grant Agreement shall be reflected in written contracts, time records, purchase orders, invoices, cancelled checks and/or such other accounting documents as may customarily memorialize each such expenditure ("Expenditure Record") and such Expenditure Record shall be maintained in accordance with Generally Accepted Account Principles ("GAAP"). The Provider shall maintain and keep available all such documents for a period of three (3) years after the later of (1) the end of the Fiscal Year, or (2) the date on which the Foundation makes inquiry of the Provider into any such Expenditure.

9. REPORTS/UNEXPENDED FUNDS.

A. Evaluation Report Timing.

At such times and in such forms as the Foundation may require, Provider shall furnish to the Foundation such statements, records, reports, data and information pertaining to Provider's and the Program's performance, all Expenditures, and the use of funds hereunder. Without limiting the foregoing, the Provider shall submit one report to the Foundation:

- (1) Two Evaluation Reports, first report including expenditures submitted no later than November 30, 2014 and last report including expenditures submitted no later than April 30, 2015.

B. Evaluation Report Contents.

Evaluation Report shall include, but not be limited to:

- (1) For each Warm/Cool Center, a written itemization of each expenditure;

demographics of the clients using centers, education/information opportunities provided including topics and speakers, data/record keeping on attendance –totals for duplicated and unduplicated clients and impact to clients utilizing centers.

(2) A certification executed under penalty of perjury by the Provider's Executive Officer or Chief Financial Officer stating that Expenditures are in accordance with the terms and conditions of this Grant Agreement and that such Evaluation Report has been rendered in accordance with Generally Accepted Accounting Principles and is true and correct in all respects;

(3) A written itemization of the Program results achieved by and summarizing the persons served by the Program during the immediately preceding quarter;

(4) A written statement listing all revenue received or expected to be received by Provider from any Federal, State, County, City, Agency, private, foundation or other sources and applied, or expected to be applied, to offset, in whole or in part any of the costs incurred by Provider in operating the Program;

(5) Any other matter reasonably requested by the Foundation and required by the Foundation to confirm application of the Grant in accordance with the terms and conditions of this Grant Agreement, and the effectiveness of the Program, as well as any matter reasonably required by the Foundation to enable it to comply with the Foundation's reporting obligations to any third party, including but not limited to the County;

(6) Each step taken by the Provider and the funding received, awarded or contracted, to be received by Provider to achieve Self Sufficiency pursuant to Section 5 above; and,

(7) In the case of the one Evaluation Report, a certification executed under penalty of perjury by the Provider's Executive Officer or Chief Financial Officer stating the Grant has been applied during the Fiscal Year to pay Expenditures of the Program and that Provider retains no unexpended Grant Funds.

C. Unexpended Grant Funds.

Notwithstanding other provision made in this Grant Agreement or attachments hereto, in the event that the Evaluation Report reveals that all or any portion of the funds paid by or contemplated to be paid by the Foundation pursuant to this Grant Agreement have not been fully expended for the purpose set forth in the Budget, such funds shall, upon request by the Foundation, be repaid by the Provider to the Foundation within ten (10) calendar days of The Foundation's written demand therefor.

10. INSPECTIONS.

The Provider shall, during normal business hours, upon not more than five (5) days

notice, make available to the Foundation, its accountants, attorneys and auditors, all of the Provider's books, records, contracts, time cards and any other documentation required by the Foundation to confirm application of the Grant and Provider's compliance with the terms and conditions of this Grant Agreement.

11. EMPLOYMENT, HIRING AND CONTRACTING PRACTICES.

A. Nondiscrimination.

The Provider shall not discriminate in the hiring of persons to fulfill its requirements hereunder based on race, religion, national origin, gender, age, medical disability or gender preference, marital status, exclude any person from participation in, deny any person the benefit of, nor subject any person to discrimination under any program or activity funded pursuant to this Agreement.

B. Professional Qualification.

The Provider shall take all actions necessary to confirm that all persons employed by or under contract to provide services to the Provider, including, without limitations, persons or companies providing medical services, mental health services, accounting services and legal services related to the Program, have such licenses or certifications required by Law.

C. Contracting.

The Provider shall not, without the prior disclosure to and written consent of the Foundation, enter into any lease, service contract, material supply contract, subcontract, or other agreement, with or use any portion of the Grant to pay any person or any Immediate Family of any person having any relationship, financial or otherwise, affiliate, direct or indirect, with the Provider, its officers, directors, or employees. In the event that consent of the Foundation is requested by the Provider to enter into any such contract or pay any sum otherwise prohibited by this subsection D, the Provider shall provide, in addition to such other information as the Foundation may request, evidence that contract sought to be filled has been solicited from parties who are not Immediate Family members, that the Provider has accepted and the Provider's Board of Directors has evaluated, bids and proposals from parties who are not Immediate Family members, that the Immediate Family member possesses qualifications equal to or greater than other parties making bids or proposals of applicants for the advertised contract, and that sums paid to the Immediate Family member do not exceed the costs of contracting with persons who are not Immediate Family members or companies owned by Immediate Family members. The Foundation's consent to any such hiring may be withheld in the Foundation's sole and absolute discretion.

12. PARTIES' INDEPENDENT STATUS. NO AGENCY, PARTNERSHIP, EMPLOYMENT OR JOINT VENTURE

Each of the parties to this Grant Agreement is, as of execution hereof, acting, and at all relevant times, shall act and an independent contracting party. Nothing in this Grant Agreement

or in any activity undertaken in connection with, pursuant to, or related to the Grant or the Program, shall be deemed to create a partnership, joint venture, employment or agency relationship between the Provider and the Foundation.

13. RELIGIOUS AND POLITICAL ACTIVITIES.

No portion of the Grant will be used for lobbying or political activities or to promote religious activities.

14. NOTICES.

Any notices required or desired by either party shall be addressed and personally delivered or sent by certified mail, return receipt requested, to the respective parties as set forth below and shall be deemed effective upon personal delivery or deposit in the United States mail:

To the Foundation: Regional Access Project Foundation 75-105 Merle Drive Suite 800 Palm Desert, CA 92211 Attn: Chief Executive Officer	To the Provider: Community Action Partnership of Riverside County 2038 Iowa Avenue, Suite B-102 Riverside, CA 92507 Attn: Executive Director
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15. COMPLIANCE WITH LAW.

The Provider shall comply with all Laws, and shall keep in full force and effect all licenses, permits, notices and certificates required by all Laws pertinent to the Provider's operations and activities, including those affecting the Program or any activity funded with the Grant.

16. NO ASSIGNMENT/SUCCESSORS.

The Provider shall not assign any interest in this Grant Agreement to any other person or entity without the express prior written consent of the Foundation, which consent may be withheld by the Foundation in its sole and absolute discretion. In the event that the Foundation approves any such assignment, then such assignee shall be bound by all of the provisions contained in this Grant Agreement and the assignee so permitted and the Provider shall be jointly and severally liable for all of the Provider's obligations hereunder. The Foundation's consent to any such assignment shall not relieve the Provider of obligations hereunder. Consent to one assignment, shall not be deemed to consent to any further assignment.

17. WAIVER OF PERFORMANCE.

The failure or election by the Foundation not to require performance by Provider of any provision of this Grant Agreement shall not be deemed a waiver thereof by the Foundation. No

waiver by the Foundation of any provision of this Grant Agreement shall be construed as a waiver of the same or any other provisions contained herein or of the Requirement of Provider's strict and timely performance of such provisions.

18. SEVERABILITY.

Except as provided in Section 6.A.(3), the invalidity of any provision in this Grant Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of or performance under any other provision herein.

19. ATTORNEYS' FEES.

In the event of any litigation between The Foundation and Provider, including, but not limited to any claim for indemnity, defense arising from this Grant Agreement, the unsuccessful party to such litigation or arbitration agreed to pay to the successful party, all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

20. SECTION AND PARAGRAPH HEADINGS.

The section and paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this agreement.

21. LIABILITIES, INDEMNIFICATION AND INSURANCE.

A. No Liability.

The Foundation (and the Foundation's funding sources, including, but not limited to, the PDRA and the County, by virtue of their funding of the Foundation) serve solely in the capacity as charitable funding sources for the Provider's activities and, as such, shall have no liability, expressed or implied, for any act or omission arising from or related to the Program or the Provider's activities, acts, errors, or omissions.

B. Indemnity, Defense and Hold Harmless Agreement.

(1) The Provider shall indemnify, defend, and hold the Foundation and its respective Board members, officers, Chief Executive Officer, agents, attorneys and/or employees ("Related Parties") harmless from any and all claims, suits, or causes of action, including, but not limited to claims, suits or causes of action of any kind ("Claims"), including but not limited to any Claims seeking damages for Bodily Injury or property damage, arising out of or connected with, or alleged to be arising out of or connected with, this Grant Agreement, the Program, or any of Provider's actual or alleged activities, acts, errors or omissions. The term "Bodily Injury" expressly includes, without limitation, bodily injury to any employee, agent or contractor of the Provider. Bodily Injury shall mean physical injury to any person, emotional distress, death and/or loss of consortium. Such duties as set forth herein shall be owed to the Foundation to the

full extent allowed by law and regardless of any alleged or actual negligence, liability or fault on the part of the Foundation or any Related Parties, whether vicarious, direct, active, passive or concurrent, save and except that a duty to defend only, and no duty to indemnify, shall arise as to a party should it be finally adjudicated by a forum of competent jurisdiction that the said Bodily Injury, personal injury or property damage arises from the sole negligence or willful misconduct of the that party or that party. In the event that the Foundation's obligations to any third party, including but not limited to the Foundation's obligations to the PDRA or the County require the Foundation to indemnify, defend or hold such party harmless from any Claims, Provider, on its own behalf and on behalf of its insurers, hereby assumes the obligation to provide such indemnity, defense and agreement to hold such parties harmless from any and all claims in any way arising from or related to the Program or the activities of the Provider.

(2) The defense obligations contemplated herein are contingent only upon the tender by the applicable party, including but not limited to the Foundation, the PDRA, the County and their Related Parties, to the Provider of a claim that wholly or partially comes within the ambit of the provisions of this subsection 1 above and the Provider shall pay promptly when due and as incurred, all attorneys' fees and costs generated in the defense of any Claims as to the entire action and including bonds and the costs of appeal. No obligation any party claiming indemnity under this Grant Agreement shall be lessened, reduced, delayed or affected by the existence of other potential or actual indemnitors or insurers, or by the Providers' rights against any third party to contribution, subrogation or pro-ration.

C. Insurance.

(1) Prior to the date the first installment is due under this Grant Agreement, the Provider shall purchase and maintain as the named insured the following insurance coverages from a carrier or carriers admitted in California, acceptable to the Foundation:

(a) Workers Compensation and Employer's Liability insurance covering each and every worker employed by Provider funded by or in any way associated with this Grant Agreement sufficient to meet the requirements of any and all statutes applicable to Workers Compensation and Employer's Liability coverage;

(b) Comprehensive General Liability insurance written on an occurrence basis and covering all of Provider's operations, including, but not limited to the Program or any activity associated with or alleged to be associated with the Program or this Grant Agreement, with minimum limits of liability of not less than one million dollars (\$1,000,000) combined single limit. Such insurance shall contain all standard comprehensive general liability broad form terms and conditions including coverage for liability for Bodily Injury, property damage, personal injury, and contractual liability;

(c) Automobile bodily injury and property damage insurance providing coverage for the ownership, maintenance and use of a vehicle, whether owned or non-owned, while being used in connection with the Program or any activity funded by this Grant Agreement, with minimum limits of liability of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage; and,

(d) Professional liability insurance written on an occurrence or claims-made basis covering any of Provider's operations, including but not limited to Program activities, if any, excluded pursuant to the terms of Item (b) above.

(2) Any insurance policy or policies required to be obtained to fulfill the insurance requirements of this Section 21C shall name the Foundation as additional insured, such coverage to be afforded to the Foundation to the same extent it is afforded to the Provider and shall not be subject to any exclusion, limitation or condition to which the coverage afforded the Provider is not also subject. Insurance obtained pursuant to this Grant Agreement shall be deemed primary insurance to any insurance policy that the Foundation may obtain for such party's own benefit, which policy shall be deemed excess or secondary, and not contributing with insurance obtained by Provider to fulfill the insurance requirements herein, regardless of any language contained in any or all policies at issue. Certificates of Insurance evidencing the coverages and Additional Insured Endorsements naming all parties to be covered pursuant to this Section 21 shall be delivered to the Foundation prior to the due date of first installment of any funding due to the Provider under this Grant Agreement. Inadvertence on the part of Foundation or any other beneficiary of this Section 21C in enforcing this requirement shall not be deemed a waiver of the requirement or of the obligation to provide insurance. Such certificates shall provide that the insurance thereby evidenced will not be cancelled until the expiration of at least thirty (30) days after written notice of cancellation has been given to the party entitled to coverage under this Section 21C.

(3) In the event of any failure by Provider to comply with the provisions of this Section 21, the Foundation, shall, at the Foundation's sole option, have recourse to the following remedies, which shall not be exclusive of each other or of any other remedy available to the Foundation by virtue of Contract language or the operation of law:

(a) The Foundation may procure insurance to satisfy the Provider's obligations and charge back to the Provider or withhold and deduct from amounts due and owing to the Provider under this Grant Agreement, the full cost and expense of the premium generated thereby, but nothing herein shall be deemed an obligation upon the Foundation to do so; and,

(b) The Foundation may collect from (or withhold from sums due under this Grant Agreement to) the Provider to the full extent of any and all consequential damages flowing directly or indirectly from Provider's failure to provide the coverages and evidence of insurance called for to be provided by Provider.

(4) The issuance or maintenance of insurance by Provider or the Foundation shall not be deemed or construed to release, limit, waive or discharge the Provider from any obligation imposed by this Grant Agreement or implied by Law.

(5) Without limiting any of the Provider's obligations under this Agreement, in the event that the Provider is permissibly self insured for any of the coverages to be provided pursuant to this Section 21, or otherwise fails to provide the coverages pursuant to this Section 21, Provider shall indemnify, defend and hold Foundation harmless for attorneys fees, costs,

expenses, Claims or liabilities of any kind to the extent and as if such coverages would apply.

22. INCORPORATION OF RECITALS AND GRANT APPLICATION.

The Grant Application and each of the Recitals to this Grant Agreement are incorporated herein by this reference and made a part of this Agreement.

23. ENTIRE AGREEMENT.

This Grant Agreement is intended by the parties hereto as the final expression of their agreement and understanding with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith. This agreement may be changed or modified only upon written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on the date first written above.

REGIONAL ACCESS PROJECT FOUNDATION, INC., California non-profit corporation

By: *Leticia De Lara* *6/17/14*
Leticia De Lara, Chief Executive Officer Date

PROVIDER

By: _____
Board of Supervisors, Riverside County Date

Exhibit A
Copy of Grant Documents and Related Information

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* *6/17/14*
NEAL R. KIPNIS DATE